

JUDGE PAULEY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

EVELYN KONRAD, Esq., Plaintiff

17 CV 193

## **COMPLAINT**

**Jury Trial Demanded  
FRPC 38**

Equinox, Inc. (aka Equinox Holding), national company franchising and/or owning fitness centers throughout the U.S.; Harvey Spevak, individually and as CEO or top corporate officer for Equinox; Equinox, Inc. at Third Avenue and 85<sup>th</sup> Street, NYC, a for profit enterprise as fitness center; Erica Gomez, individually and as GM, or General Manager, of East 85<sup>th</sup> Street Equinox,  
Defendants.

U.S. DISTRICT COURT  
FILED

**EVELYN KONRAD**, Esq., alleges the following violations, including, but not limited to:  
(See appended Affidavit by Plaintiff with exhibits for details.)

1. 18 U.S. Code § 1341 - **Frauds and swindles**, evidenced but not limited to 'EQUINOX AGREEMENT" dated 04/11/16, (Exhibit 1), with a forged Konrad signature, or fraudulent application of Konrad signature on that 3-page document from another document.
  2. Federal Civil Complaint for **breach of contract**: Above "EQUINOX AGREEMENT" covers access to Equinox-owned or franchised gyms throughout U.S., nationally. Date on Exhibit 1, inserted without Plaintiff's participation or permission, shows contract valid until 11 April 2017, not 9 March 2017, when it was violated by Equinox officials. Date does not reflect five-months freezing of contract by Erica Gomez in April 2016 including May through September, when Plaintiff was full-time resident working in Southampton, New York, in her house at 18 S. Rosko Drive, 11968, as she plans to be in 2017. On that basis, her membership agreement would not expire until 9 or 11 March 2018, because of her planned residence in Southampton for five 2017 months..

3. **5<sup>th</sup>, 6<sup>th</sup> and 14<sup>th</sup> Amendment violations** by the defendants, including Erica Gomez in retaliatory actions against Plaintiff in 2016 and 2017. These violations were sanctioned, according to Defendant Gomez, by corporate officers. Fraudulently signed, and wrongly enforced contract, is a **contract of adhesion**, giving Gomez and Equinox leave to cancel Plaintiff's corporate membership without judicial process, trial, arbitration, and without concerns for Plaintiff's Constitutional rights, such as presumption of innocence, production of witnesses. evidence, confrontation between plaintiff and accuser.
4. **Violations of implicit warranties for fitness centers:**
  - a. Failure to provide **safe physical environment**, exposing Plaintiff to physical and emotional harm.
  - b. Failure to exercise due diligence in hiring teachers and trainers, exposing Plaintiff to **danger from unprovoked physical harm, possibly fatal**, as for example (Exhibit 2) from trainer with mental health problems, convicted of murder during contract time..
  - c. Failure to instruct teachers and trainers about proper behavior toward members, and permitting **exposure of Plaintiff to public humiliation, embarrassment, harassment**, and instigating other members' hostility toward her, provoked by teachers.
5. **Retaliatory actions** by Defendant Gomez and Equinox Holding officials against Plaintiff **for her attempts to cure the deficiencies** outlined in point 4 above. Violating Plaintiff's Due Process rights in retaliatory actions by Defendant Gomez and others.

#### **JURISDICTION AND PARTIES**

6. This Court has jurisdiction of the action under 28 U.S.C. §1332 (Diversity of Citizenship) because Equinox Holding Inc. (aka Equinox Corporation under the Commonwealth of

Virginia) enforces its rules and standards nationally, and Plaintiff's present contract, provided in a pdf attachment to Defendant Gomez' 13 March 2017 email to Plaintiff (Exh.2) is claimed to be a Corporate Agreement, giving Konrad access to all Equinox gyms in U.S.; damages, not including punitive damages, exceed the \$75,000 thresh hold. This Court also has jurisdiction because of the Defendants' violation of Plaintiff's 5<sup>th</sup>, 14<sup>th</sup>, and 6<sup>th</sup> amendment rights. This Court has jurisdiction because of 18 U.S. Code §669, **Theft or embezzlement in connection with health care**, since daily gym or yoga exercise is an essential part of Plaintiff's preventive health care, at age 88.

7. Equinox Inc. (aka Equinox Holding) sets the membership rules and regulations for some 600 gym facilities throughout the country, whether wholly owned or franchised. Its corporate headquarters are listed as 1 Park Avenue, New York, NY 10016.
8. Equinox East 85<sup>th</sup> Street is a gym facility which gives its GM (general manager), now Erica Gomez, a great deal of discretion about the running of the gym and relationships with members. Its address is 203 East 85<sup>th</sup> Street, New York, NY 10028.
9. Plaintiff Evelyn Konrad has been continuously a citizen of New York State, with two legal residences: an apartment at 200 East 84<sup>th</sup> Street, New York, NY 10028 and a half-acre property with house and yard at 18 South Rosko Drive, Southampton, NY 11968.

#### **FACTS**

10. Konrad signed a one-year membership with Equinox at 203 East 85<sup>th</sup> Street ("Equinox" herein) for: proximity, one block from her apartment; several levels of yoga classes. Before signing in Spring 1999, Konrad stated that she needed (a) daily physical exercise for her well-being; (b) to be safe for going back to skiing in her Seventies; ( c) a draft-free

exercise environment. That was only Equinox membership agreement seen and signed by Konrad. (Exhibit 2) Renewals were automatically honored by Equinox upon payment of membership dues, whether individual, corporate or through New York County Lawyers Association ("NYCLA" herein.)

11. Konrad joined a ski club in Fall 1999, and continues to be an active intermediate down-hill skier through that club, in Vermont and on overseas trips with the club.
12. At age 73 in 2002, Konrad began attending the Benjamin N. Cardozo School of Law, earning a JD in 2005, LLM in 2006. Throughout her law studies, Konrad worked out daily at Equinox from 5:30 til 7:00 a.m. and on weekdays, when in town.
13. Konrad also paid for additional Equinox contracts for personal trainers. One of these, Paul Cortez, a 24-year-old, showed symptoms of mental illness within first three sessions.. Before Konrad could alert the Equinox managers, she had a home visit about him from two detectives. Shortly thereafter, in 2005, Paul Cortez was arrested, and a year later, convicted for murdering his ex-girl friend by decapitation. (Exhibit 3, article about Paul Cortez. Cortez and several other Equinox teachers, were negligently hired by Equinox, putting Konrad at risk physically and emotionally from their irrational actions. (Exhibit 4, email exchange with another Equinox member about teacher sadism.)
14. The conditions of the physical plant were harmful on several scores to Konrad health, and/or deteriorated, despite Konrad's frequent reports to Equinox management and the Equinox Holding company management, with requests for easy improvements and relief. (Exhibit 5, sample of written requests for help to Equinox from Konrad.)
15. Equinox management failed to inform its instructors about some members' special needs,

such as Konrad's in her eighties. Konrad always told instructors at the start of the class of her sensitivity to glare (from overhead ceiling "hats), sensitivity to draft (from overhead ceiling fans and air conditioning, which was never completely shut off. Some humiliated her, made fun of her sensitivity to glare and draft, and otherwise sought to embarrass her before the other members and classmates, such as teacher James loudly telling her to wear sunglasses for class, to laughter from classmates. (See Affidavit.)

16. Over time, the excellent hatha yoga and other levels of studio-quality yoga classes disappeared. Suitable classes were limited to one professional iyengar class, Wednesdays at noon. Teacher Cheryl Malter, before start of class, tried in vain to have Equinox maintenance turn off the yoga room air conditioners completely. Nonetheless, the immense ceiling fixture in rear of yoga room often swayed in the draft caused by faulty, improperly closed air conditioning units. Drafts and cold temperatures are known to put exercisers' muscles at risk for tears and injuries. Ballerinas wear leg warmers.
17. Her continuing pleas to Equinox 85<sup>th</sup> Street management to make just one rowing machine and a stationery bicycle available out of range of the ceiling fans were ignored.
18. Her pleas to Equinox 85<sup>th</sup> Street management for informing and instructing teachers about special needs of members, and for advising them not to make fun of members' pleas for help were ignored and mocked for years, as were her requests to cure facilities.. (Exh. 5).
19. New Equinox general manager, Erica Gomez, in fall 2016, showed Konrad, how to turn off row of ceiling fans above rowing machines and bicycles, without making known to other members that she had given that right to Konrad. Usually granted, Konrad's requests to other members, also met occasionally with negative response, forcing Konrad to

forego her essential aerobic exercise schedule.

20. In fall and winter 2016 and 2017, Defendant Gomez inappropriately “summoned” Konrad to her office, based on unchallenged reports by two hostile teachers – one pilate instructor, and Ana Sussmann, a yoga teacher, who had assaulted Konrad in class. Konrad had reported Sussmann to the Equinox manager, Defendant Erica Gomez, who did not answer the written complaint about the witnessed assault..
21. Because of the inappropriate “summons,” Konrad sent a notarized Affidavit to Gomez protesting against this humiliating and inappropriate manner of discussing an apparent problem. (Exhibit 6.) Yet Defendant Gomez again “summoned” Konrad to her office, based on false report and without opportunity to discuss problem with accuser..
22. Because of sudden hostility at Equinox from previously friendly trainers and teachers, Konrad consulted the manager of Member Benefits, Tony Valenti, at her lawyers’ association, New York County Lawyers of New York, 14 Vesey Street, New York, NY, which offered a discounted Equinox membership as a benefit to NYCLA members.
23. Konrad wanted the disputes to be resolved. Ergo Konrad agreed to Ms. Valenti’s freely offered intervention, because of her continuing need for daily exercise and access to showers (hers in the apartment was temporarily not usable because of paint and plaster dust from leaking building pipe, and, after 7 March mohs surgery (Dr. Geronimus), Konrad had to change dressing twice daily after shower..
24. On Thursday, 9 March, Konrad was told, at the second floor desk, by Rob Avallon, who identified himself as “regional sales manager” that her membership was cancelled, but that she had to meet with Defendant Erica Gomez.

25. During the meeting with Defendant Gomez, owed to the telephone request by NYCLA Membership Benefit executive Tony Valenti, Gomez told Konrad that (a) Konrad had violated her membership agreement; (b) Konrad's membership was being cancelled, unless Konrad would agree to subject herself to "summons" and "lectures" by Gomez in her office, without presence of accuser. (Exhibit 7, emailed ek summary of meeting.)
26. Konrad refused to relinquish her rights under the 5<sup>th</sup>, 14<sup>th</sup> and 6<sup>th</sup> amendment. Defendant Gomez wrongly claimed that Konrad had agreed to such unilateral discretion, and said "I will send you your membership agreement." (Exhibit 2)

**FIRST CLAIM FOR RELIEF:**

**Violations of 18 U.S. Code §1341 - Fraud and swindles**, with use of fraudulently and/or forged signature to EQUINOX Agreement, being used as excuse to cancel Plaintiff's membership.

27. Plaintiff Konrad respectfully incorporates the allegations of paragraph 1 through 26, as if fully set forth herein.
28. The Federal Fraud statute generally prohibits the use of fraudulently signed documents as excuse for subsequent actions by one party, Equinox, against another party, Plaintiff Konrad.
29. Defendant Erica Gomez, Equinox General Manager, volunteered to send this fraudulent contract to Konrad, and did so as a pdf, in an illegal wire transfer.

**SECOND CLAIM FOR RELIEF:**

**Violations of 5<sup>th</sup>, 6<sup>th</sup> and 14<sup>th</sup> amendment – Constitutional rights of Plaintiff Konrad**, when facing trumped-up or false charges by either Equinox teacher or member, to be (1) presumed innocent until proved guilty; (2) given opportunity to confront her accuser and produce evidence in a neutral environment, whether judicial trial or arbitration, or other committee of Equinox

management and members, rather than being arbitrarily and at threat of her health and well-being being deprived of the value of her Equinox membership for daily use of the facilities.

30. Plaintiff Konrad respectfully incorporates paragraphs 1 through 29, as if fully set forth herein.

31. Plaintiff Konrad seeks damages and public apology for having been subjected to the unfair and hurtful harassments, and violations of her rights, in public, as well as in private “summons” by Defendant Gomez. The public humiliations and aggressions could not have occurred without Defendant Gomez sanctions, since the Equinox General Manager, by the corporate company’s comments and contracts, is given total discretion over teacher, trainer and member behavior.

### **THIRD CLAIM FOR RELIEF**

**Violations of the American with Disabilities Act, 42 U.S.C. §12112 et seq.,** by continuously and at the risk of Plaintiff's emotional and physical health, refusing to make the small adjustments to physical plant (unsafe on these counts for other members as well), in order to keep Plaintiff from being at risk for (a) injury to eyes for glare; (b) injury to hearing because of excessively loud music which other members shut out with their own ear plugs, not accessible to Konrad; (c) injury to body from drafts; (d) emotional distress from being “called out” and humiliated before classmates, members, in yoga, pilate and other classes; (e) emotional distress from having to ask members for permission to shut off harmful ceiling fans above rowing machine and bicycle for needed aerobic exercise, rather than having at least those two machines moved to an environment safe from unhealthy and continuous drafts.

32. Plaintiff Konrad respectfully incorporates ¶¶ 1 through 31, as if fully set forth herein.

33. Plaintiff Konrad seeks reinstatement of her membership, based upon use of fraudulent and swindling "EQUINOX Agreement," with immediate improvements to Equinox physical plant at East 85<sup>th</sup> Street location, to cure conditions which are harmful under ADA definitions, common law, and New York State Business Law (see Fourth Claim for Relief below), and with prior training and instructions to teachers and trainers about proper behavior toward Konrad, as a member her age, and other abused members.

#### **FOURTH CLAIM FOR RELIEF**

Public Health Law §3000 defines "health club" as "any commercial establishment offering instruction, training or assistance and/or the facilities for the preservation, maintenance, encouragement or development of physical fitness or well-being." And have "an affirmative duty of care upon the facility so as to give a cognizable statutory cause of action in negligence for failure to do so." (92 AD3d at 150) Violation of New York State General Business Law §628, which defines general duty of care, as also defined by common law.

34. Plaintiff Konrad respectfully incorporates ¶¶ 1 through 33, as if fully set forth herein.
35. Breach of contract for implicit warranty by a "for profit" fitness club to provide a safe physical environment for member exercise and to hire and instruct teachers and trainers who are responsible for members and for Konrad's well-being, rather than publicly humiliating her and exposing her to physical and emotional harm from unfit and untrained personnel, while not covered by Federal law, is nonetheless respected in common law.
36. Correction of the harmful conditions in the physical plant and training of management, teachers and trainers to recognize and respect Plaintiff Konrad's rights to safe

environment and personnel as a 17-year-member of Equinox, which she had been denied.

37. Monetary damages as to be determined in jury trial for her years of being kept from the full benefits of the Equinox membership, and for being subjected to physical and emotional abuse by some Equinox teachers.
39. A number of other members have complained over the years about (a) harmful conditions of the physical plant; and (b) high-handed and improper behavior by managers and teachers. As a *pro se* plaintiff, Konrad is not permitted to bring a class action.

#### **FIFTH CLAIM FOR RELIEF**

Fraudulently orally misinforming Plaintiff about her types of options for membership, ignoring her known membership in NYCLA, misinforming her about conditions around varying types of membership contracts, and quoting a fee for a membership not suited to her needs, and at least 30% higher than the one to which she was entitled, yet failing to show her any membership contracts, until Defendant Gomez appended a fraudulent 2016 Equinox Agreement as a pdf to an email (Exhibits 1 and 2).

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Konrad prays that the Court grant the following relief:

- A. Enjoin Equinox (203 East 85<sup>th</sup> Street) and Equinox Holding (1 Park Avenue) and the individually named Defendants from engaging in any act or practice that has or can cause Plaintiff Konrad any physical, emotional or other personal harm, such as use of glaring ceiling lights, causing drafts above exercise machines and in classrooms from ceiling fans and malfunctioning air conditioning.
- B. Enjoin Equinox (203 East 85<sup>th</sup> Street) and Equinox Holding (1 Park Avenue) and the

individually named Defendants to provide training under ADA, including the duty to make reasonable accommodations for members, to all current and future Equinox and Equinox Holding supervisory employees, and all general managers and/or CEOs who participate in making personnel decisions, including, but not limited to, hiring and training and promoting teachers, trainers and management personnel.

C. Award compensatory damages, punitive damages where appropriate, and injunctive relief to Konrad as would fully compensate her for injuries caused by Defendants Equinox and Equinox Inc. (aka Equinox Holding) and Defendant Gomez and Spevak's discriminatory and willfully retaliatory conduct, for fraudulently misinforming Konrad after Konrad read and signed her one and only contract with Equinox, and after being informed that she was a lawyer and member of NYCLA, thus extorting excessive annual fees from her, in the following amounts, or as determined by a jury:

Equinox Inc. (aka) Equinox Holding: in the amount of \$10 million;

Equinox East 85<sup>th</sup> Street: in the amount of \$5 million;

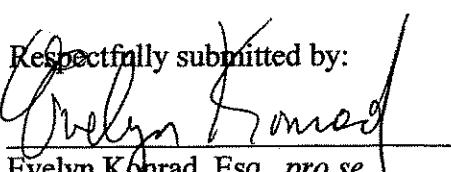
Harvey Spevak, individually and as CEO of Equinox Holding, in the amount of \$3 million;

Erica Gomez, individually and as General Manager of Equinox East 85<sup>th</sup> Street, in the amount of \$1 million.

D. Award such additional relief as justice may require.

Date: 16 March 2017

Respectfully submitted by:

  
Evelyn Konrad, Esq., pro se

200 East 84<sup>th</sup> Street  
New York, New York 10028  
[ek616367@cs.com](mailto:ek616367@cs.com)  
212-585-1240

STATE OF NEW YORK  
COUNTY OF NEW YORK  
SUBLIED TO AND SUBSCRIBED BEFORE ME  
16 DAY OF Mar 2017  
\_\_\_\_\_  
NOTARY PUBLIC

NADEEM QASEM  
Notary Public - State of New York  
NO. 01QACJ0G860  
Qualified In Kings County  
My Commission Expires Jun 30, 2018

**Exhibit One**

**EQUINOX****MEMBERSHIP AGREEMENT**

205 East 85th Street New York, NY 10028

Agreement #:1520-1001315538

Member #: 312735

Membership: Select

Start Date: 10/30/2015

Expiration Date: 10/29/2016

This AGREEMENT ("Agreement"), made this date, 10/26/2015, by and between Equinox East 85th Street, Inc. d/b/a Equinox Fitness Club located at 203 East 85th St , New York, NY 10028 (referred to in this Agreement as "Seller", "Equinox" or the "Club") and Evelyn Konrad, the undersigned Buyer (referred to in this Agreement as "you" or "Buyer" or "Member" if applicable).

Member Name: Evelyn Konrad  
 Address: 200 E 84th St  
 City, State, ZIP: New York, NY 10028-2906

Business Phone:  
 Home Phone: (212) 585-1240  
 Referred By:

**Payment Option: Paid In Full****Member Payment Details**

Payment Type: Direct Bill

Amount Due:

1      Select-Yearly	2,326.00
2      Free Stuff for Renewals	0.00

Promotion: RN - 2015 - RACK. Add Item#  
 FREESTUFFRENEWAL - 0

Subtotal:	2,326.00
Tax:	0.00
<b>Total:</b>	<b>2,326.00</b>

**>>THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS<<**

New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. This club has posted the financial security required by law.

**YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231**

**Buyer Right to Cancellation:** You may cancel this contract without any penalty or further obligation with written notice by certified or registered mail provided to Equinox within three (3) days from the agreement date only. BUYER AND MEMBER EACH HEREBY ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH MEMBER/BUYER AND SELLER. MEMBER/BUYER AND SELLER EACH ACKNOWLEDGE THE ADDITIONAL MEMBERSHIP AGREEMENT TERMS SET FORTH ON THE FOLLOWING PAGES.

I understand that this agreement is for a minimum of twelve months, at which time membership may be terminated at any time with forty five (45) days written notice by certified or registered mail to Equinox.

(Member / Buyer Signature)

04/11/16 10:42 AM

Date

### ADDITIONAL MEMBERSHIP AGREEMENT TERMS

**1. CONSUMER'S RIGHT TO CANCEL. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE OF THIS AGREEMENT.** Notice of cancellation shall be provided in writing by Buyer and mailed by registered or certified United States mail to the Seller at: Equinox - Member Services, One Park Avenue, Mezz Floor, New York, NY 10016. Such notice shall be accompanied by the contract forms, membership cards and any other documents of evidence of membership previously delivered to the Buyer. All monies paid pursuant to such contract shall be refunded within fifteen (15) business days of receipt of such notice of cancellation. If the Buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the Member or Buyer shall also be returned within fifteen (15) business days.

**2. ADDITIONAL CANCELLATION RIGHTS:** You may also cancel this Agreement by providing forty five (45) days' written notice in person at the Club or by certified or registered mail for any of the following reasons: A) If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six (6) months; B) If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing; C) If you move your residence more than twenty-five (25) miles from any health club operated by Seller (must provide satisfactory proof of new residence); D) If, within the first twelve (12) months of your membership, your employment is involuntarily terminated without cause (must provide a letter from former employer confirming termination of employment and reason for termination); E) If the services of the Club cease to be offered as stated in the contract.

All monies, except initiation fee, paid pursuant to such contract cancelled for the reasons in this paragraph shall be refunded provided however, that the Seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided, that the Seller may demand the reasonable cost of goods and services which the Buyer consumed or wishes to retain after cancellation of the contract. In no instance shall Seller demand more than the full contract price from the Buyer. If the Buyer has executed any credit or loan agreement to pay for all or part of the health club services, such negotiable instrument executed by the Buyer shall also be returned within fifteen (15) days. Member/Buyer shall be responsible for retaining (and presenting, if necessary) all records relating to any cancellation of this Agreement.

Member agrees that if Member received any free months as an inducement to enter into this Agreement as a result of referring new members or for any other reason (sometimes referred to as "promotional months"), such free/promotional months shall not be considered in computing the amount of any refund to which Member shall be entitled.

**3. MEMBER'S HEALTH WARRANTY:** Member and/or Buyer represent that Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of use of the Club or its facilities in any manner.

**4. RULES, REGULATIONS, AND SCHEDULES:** Member agrees to abide by all the membership rules, regulations and schedules of Equinox, which may be posted at the club or issued orally, and which may be amended from time to time, at Equinox's sole discretion.

**5. PRESENTATION OF MEMBERSHIP CARD:** No one will be admitted to Equinox Fitness Clubs without displaying a valid membership card or registering as a guest and providing identification.

**6. INDEPENDENT CONTRACTORS:** From time to time we may make available to Members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Members or their guests for any period of time, and hereby disclaim all liability arising out of such services.

**7. GUESTS:** Member's guests are permitted in the club, but only pursuant to such rules, regulations, fees, and schedules for such guest as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right, in its discretion, to prevent any guest from using a Club. All guests must sign in at the front desk and present photo identification prior to using any Club.

**8. TRANSFERS OF MEMBERSHIP:** Memberships may not be transferred.

**9. UPGRADING MEMBERSHIPS:** A Member may upgrade his or her membership (e.g., Select to All Access Fitness) with the prior consent of management; provided Member/Buyer will be responsible for paying an upgrade fee and for the ongoing payment of any additional monthly fees associated with such upgrade. In addition, transfer to a Club offering only upgraded memberships will result in an upgrade fee and additional monthly fees.

**10. BUYER'S OBLIGATIONS:** Buyer shall not be relieved of Buyer's obligations to make payments agreed to, and no deduction from any payments shall be made because of Member's failure to use the Club's facilities. Member dues are for the period of time and are no way related to actual usage of the Club.

**11. PAYMENT FOR CHARGES FOR OTHER GOODS AND SERVICES:** Buyer has provided Equinox with its credit card or other financial institution information for the purpose of paying for goods and services which Buyer (or Member, if different) may purchase at any Equinox Fitness Club. These other charges may include fees for personal training, spa and/or fitness training sessions, retail apparel and other similar items, and food and beverage items. Buyer recognizes and agrees that Equinox will maintain this information in its files and acknowledges Equinox's right to charge the credit card or other account identified under the Authorizations Section on page 1 of this Agreement at any time and from time to time during the term of the membership.

**12. ENTIRE AGREEMENT:** Except for the rules, regulations and schedules posted at the Club or issued orally by Equinox from time to time at its discretion, all of which are incorporated into this agreement, this contract constitutes the entire and exclusive agreement between the parties relating to the subject matter hereof and supersedes any oral or other written understanding. This contract only may be modified in writing executed by a duly authorized representative of Equinox. Employees are not authorized to make any independent agreements with any Member/Buyer. If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

**13. UNPAID BALANCES:** Members will not be permitted to use any Club until all fees and charges are current. Buyer and/or Member is obligated to pay any collection and/or legal costs incurred by Equinox for collection of any fees and/or charges. Annual dues must be paid by 12:00midnight on the anniversary date or Club privileges will be suspended and a new Initiation Fee will be required. Equinox reserves the right to charge balances and overdue balances to their current account under the Electronic Funds Transfer Authorization. Further, as provided in Section 11 above and Section 20 below, Equinox reserves the right to charge the credit card or other account identified under the Authorizations Section on page 1 of this Agreement for the unpaid balance of any goods or services purchased and not paid for in another manner. If any check or credit card charge payable to Equinox is not honored, Management will assess a \$25 charge for each check and credit card rejected and collect the current and past-due balance in any subsequent month. To the extent that Buyer and Member are not the same person, Member shall be obligated to make all payments that Buyer fails or has failed to make (including past and future payments for use of the Club).

**14. LOCKERS:** Lockers are provided solely for the benefit and convenience of members. Management will remove any articles left in a locker overnight. Members must provide their own lock. Rental lockers cannot be placed on freeze. Locker rental fees are non-refundable.

**15. VALUABLES AND PERSONAL PROPERTY:** Members are urged to avoid bringing valuables onto Club premises. Equinox shall not be liable for the loss of, or theft of, or damage to, the personal property of Member or guests, including items left in lockers, with the coat check or elsewhere in the Club.

**16. CHILDREN'S USE:** Children under fifteen (15) years of age may use the Club only during a previously announced Club-sponsored activity and must be accompanied by a parent AT ALL TIMES. Some children's programs require fees to be paid in advance. Equinox has the right to discontinue usage by any child whose behavior is offensive to any other member or who is unsupervised.

(Member / Buyer Signature)

04/11/16 10:42 AM

Date

## 17. MEMBERSHIP FREEZE POLICY: Members may temporarily suspend their membership in accordance with the following terms:

- A) You may freeze your membership once per contractual year for a minimum of one (1) month and a maximum of three (3) consecutive months in one-month increments. You will be charged Equinox's then current monthly freeze fee. If you freeze your membership during the first twelve (12) months of your membership, you will be charged regular monthly dues until you meet the one (1) year obligation, after which you will be charged Equinox's then current monthly freeze fee for the period of the freeze. If you have been a member for twelve (12) months or longer on the day the freeze is effective, you will be charged the then current freeze fee up front and billing will be held for the approved duration of your freeze. Freeze fees for the period of the freeze you select are non-refundable, even if you later reduce the number of months of suspension of your membership.
- B) Your freeze request must be done in person at the Club, online at <http://www.equinox.com> or by certified mail to Equinox - Member Services, One Park Avenue, Mezz Floor, New York, NY 10016 at least five (5) days before the intended freeze start date.
- C) If you are medically unable to use the Club, you can request a medical freeze for up to six (6) months (nine (9) months for pregnancy freeze). You must provide a doctor's letter at the time you request a medical freeze.
- D) You may not freeze your membership for any reason unless your account is in good standing. Members joining as part of a corporate program shall not be permitted to freeze their memberships.
- E) All freeze requests must be made in advance. No retrospective freezes are permitted.

18. GROUP FITNESS RULES: Allow enough time to sign in before each class. Do not enter a class late or leave early unless you give the instructor prior notice. If you are just starting Group Fitness or have a pre-existing injury or problems that prevent full participation, please discuss the situation with the Group Fitness Instructor before class. Aerobics shoes must be worn in all Group Fitness classes.

19. DRESS CODE: Proper athletic attire and footwear are required. No street clothes or dress shoes permitted in fitness area. Management has the right to prevent the use of any equipment if the proper attire is not worn.

20. PERSONAL TRAINING and SPA SESSIONS: All sales of personal training and spa sessions are final and non-refundable. Personal training and spa sessions expire one hundred eighty (180) days from the date of purchase, unless indicated otherwise.

A) 24 HOUR CANCELLATION POLICY: Members may cancel or change the time of the session at least twenty four (24) hours prior to the Session. Member will be charged for the full cost of the Session on any late cancellations or no-show appointments.

B) PAYMENTS: Payment for Sessions is required to be made by the Member on or before the date of the Session. If payment is not otherwise made by the Member, charges for late cancellations or no show appointments for Sessions will be charged to the Member's credit card or other account which is on file with Equinox pursuant to the Authorization Section on page 1 of this Agreement. In addition, charges for Sessions which are used by a Member but not otherwise paid for will be charged to the Member's credit card or other account which is on file with Equinox on the day on which the Session is used.

C) DISCOUNTS: Equinox may offer discounts on Sessions to Members who purchase a group of Sessions. These discounts only apply to the number of Sessions so purchased as a group. Any further or additional Sessions will be charged at the regular rate then in effect for individual Sessions.

D) AUTOMATIC APPLICATION: No action is required to be taken by a Member in connection with these regulations.

21. NON-EQUINOX PERSONAL TRAINERS: Use of non-Equinox Personal Trainers in the Club is prohibited. Members may not personal train other members.

22. PRICING: After the first twelve (12) months of membership, Equinox reserves the right to increase the monthly or annual fee and will provide thirty (30) days' notice to the Member regarding any such change in pricing; provided that pricing for Members who joined as part of a corporate program are subject to the pricing agreement between Seller and Member's employer or corporate sponsor.

23. CORPORATE MEMBERS: If Member is part of a corporate program between Equinox and a third party, then if there is a conflict or inconsistency between this Agreement and the terms and conditions of the letter of agreement between Equinox and such third party, the terms and conditions of the corporate program will govern and control.

24. REVOCATION OF MEMBERSHIP: Equinox reserves the right to revoke and cancel this membership at any time for any reason, in which case Buyer/Member will, no later than fifteen (15) days after such cancellation, receive a refund of all monies paid pursuant to this Agreement (except Initiation fee), provided that Seller may retain expenses incurred or the portion of the total price of this Agreement representing the services used or completed, and provided further that Seller may demand the reasonable cost of goods and services which the Buyer/Membership consumed or wishes to retain after cancellation.

25. MEMBER'S COVENANTS OF DUE CARE: Member hereby acknowledges and assumes all risks associated with his/her failure to use reasonable care and/or use of the facility and/or equipment for other than their respective intended purposes, and agrees to indemnify, defend, and hold harmless Equinox from any and all liability, damages, losses, suits, demands, causes of action or other claims of any nature whatsoever, including, without limitation, any losses for property damage, personal injury or death (including injury to others), to the extent any of the foregoing arise out of or relate in any way to Member's negligence, intentional acts and/or failure to exercise reasonable care when using the facilities and equipment.

26. COMPLIMENTARY ITEMS: Complimentary items (including, but not limited to Spa sessions, personal training sessions, Pilates sessions, complimentary gift cards or other promotional items) may be distributed at the discretion of Equinox and have no cash value. Only members with an active account in good standing may redeem complimentary items in accordance with their terms and complimentary items become null and void upon termination or expiration of membership for any reason.

27. EXCLUSIONS FROM ALL ACCESS MEMBERSHIPS: All Access memberships do not include "E", Printing House, Century City, West LA, and Irvine. In addition to the health clubs identified in the previous sentence, Equinox may from time to time (in its sole discretion) exclude other Equinox Fitness Club locations (whether existing today or opened in the future) from the All Access Membership class. Member acknowledges and agrees that, once such exclusion is implemented, Member shall not thereafter have the right to use the excluded Equinox Fitness Club location(s), notwithstanding the "all access" designation of her/his membership class.

28. EXCLUSIONS FROM REGIONAL MEMBERSHIPS: Equinox may from time to time (in its sole discretion) exclude Equinox Fitness Club locations (whether existing today or opened in the future) from the Regional Membership class. Member acknowledges and agrees that, once such exclusion is implemented, Member shall not thereafter have the right to use the excluded Equinox Fitness Club location(s), notwithstanding that the excluded health club(s) may be located within Member's geographic region.

(Member / Buyer Signature)

04/11/16 10:42 AM

Date

**Exhibit Two**

**RE: COMPLAINT**

**From:** Erica Gomez <[erica.gomez@equinox.com](mailto:erica.gomez@equinox.com)>

**To:** ek616367 <[ek616367@cs.com](mailto:ek616367@cs.com)>

**Date:** Mon, Mar 13, 2017 8:04 pm

 [Evelyn Konrad.pdf \(414 KB\)](#)

Evelyn,

Attached is your membership agreement.

With regards to your check for the NYCLA membership option, did you give that directly to NYCLA? We do not have record of a check you provided for a renewal.

Did you give the check directly to NYCLA or Equinox?

In good health,

**ERICA N. GOMEZ**

EQUINOX | GENERAL MANAGER

203 EAST 85<sup>TH</sup> STREET

NEW YORK, NY 10028

T 212.439.8500

[EQUINOX.COM](http://EQUINOX.COM)

#ItsNotFitnessItsLife

**E Q U I N O X**

**From:** [ek616367@cs.com](mailto:ek616367@cs.com) [mailto:[ek616367@cs.com](mailto:ek616367@cs.com)]

**Sent:** Monday, March 13, 2017 8:13 AM

**To:** Erica Gomez <[erica.gomez@equinox.com](mailto:erica.gomez@equinox.com)>

**Subject:** Re: COMPLAINT

Erica:

last week you told me that (a) you would promptly send me a copy of the original contract I signed with Equinox around 1999 (a pdf will do); and (b) you were returning my Chase check #14693 in the amount of \$1,836, which represents my one-year renewal in advance of my EQUINOX membership through NYCLA.

Neither event has happened to date. I will appreciate your prompt attention to both (a) and (b) above. Do remember, please, that there is a U.S. Post Office on your Equinox East 85th Street block at 209 (I think) East 85th, and that my own address is just one block south of your gym.

Thank you for your prompt attention to both matters.

Evelyn Konrad

200 East 84th Street

New York, New York 10028

[ek616367@cs.com](mailto:ek616367@cs.com)

212-585-1240

-----Original Message-----

**From:** Erica Gomez <[erica.gomez@equinox.com](mailto:erica.gomez@equinox.com)>

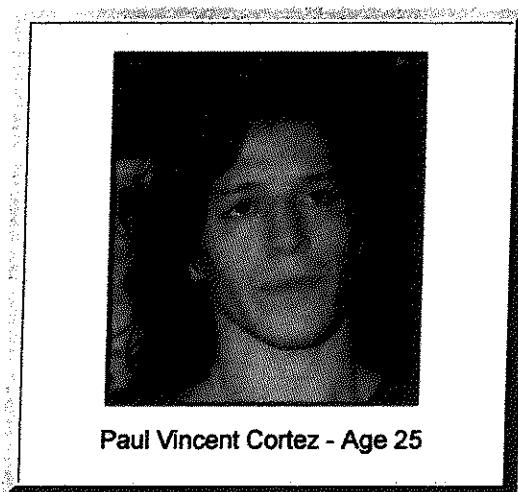
**To:** ek616367 <[ek616367@cs.com](mailto:ek616367@cs.com)>

**Sent:** Tue, Mar 7, 2017 7:56 pm

**Subject:** Re: COMPLAINT

**Exhibit Three**

- Cortez Writes about Killing Catherine Woods in His Diary !!-



- Cortez Was Delusional: He thought Killing Catherine Woods Would Free Her From Sin !! -

**Cortez Writes of Need to Save Catherine Woods From Sin in his Diary**

January 10, 2006 -- EXCLUSIVE  
New York Post

He had to save Catherine Woods from sin - by slashing her throat.

By LAURA ITALIANO

Personal trainer Paul Cortez, charged with slaughtering his stripper girlfriend in her Upper East Side apartment, admitted his sadistic crime in a hand-scribbled diary that featured references to sacred writings favored by Hare Krishnas, The Post has learned.

"He's talking a lot about Hindi gods and people cutting off each other's heads as sacrifices," said a source familiar with the chilling diary that cops found in the home of yoga-trainer suspect Cortez, 25. "He talks about cutting her throat. It's because she won't change her ways. She won't quit her stripping, and she's living a life of sin."

"The impression is, he's freeing her from her earthly bonds that are just so distasteful to him. It implies that she would be better off dead."

Cortez is being held without bail, accused of nearly decapitating Woods, a beautiful topless dancer, last November.

In his diary, Cortez makes references to the book that may have been his inspiration — the Bhagavad Gita, a portion of the sacred books of Hinduism revered by Hare Krishnas, the source said.

**Exhibit Four**

Re: question

Page 1 of 6

**From:** Debra Giladi <[dgiladi@giladirealty.com](mailto:dgiladi@giladirealty.com)>  
**To:** ek616367 <[ek616367@cs.com](mailto:ek616367@cs.com)>  
**Subject:** Re: question  
**Date:** Thu, May 31, 2012 11:26 pm

---

Scott Rosen  
895 Broadway  
New York, New York 10003

United States

Phone: 212-677-0180  
Fax: 212-774-6363

On Thu, May 31, 2012 at 11:22 PM, Debra Giladi <[dgiladi@giladirealty.com](mailto:dgiladi@giladirealty.com)> wrote:

Dear Evelyn

How are you? I was thinking a great deal about the gym today. I am getting pretty fed up of it and not enjoying it at all. I received an email about 3 weeks ago from Scott Rosen, Chief Operating Officer, Equinox.

He sent me an email asking for my feed back as a member. I did not get a chance to reply as I wanted to prepare a good letter attached to the survey. When I went to do so now, as I wanted to share our experiences with him, it says that my session time is up. I did ask him to send me the feed back survey again. I think we should reach out to him and not to the actual gym managers.

This is the email he sent it from: [noreply@gemailserver.com](mailto:noreply@gemailserver.com). I do not think it will work. Maybe I will call him tomorrow and ask for his direct email so that we may write him. I think we need to get some action and change in the gym. I have had a few women complain to me in the past two weeks that they left classes since it was unbearable.

Just enjoy the weekend right now and do not dwell on all those petty people.  
I hope you feel better.

Love  
Debra

On Thu, May 31, 2012 at 3:45 PM, <[ek616367@cs.com](mailto:ek616367@cs.com)> wrote:

Hi dear Debra:

thanks tons!

Now I am all clogged from those damned fans! Remember what Kevin, our Energy Stretch teacher said, intelligently I might add, yesterday?  
He talked about how dangerous air conditioning can be in summer (when else do you use it), when turned on too high and directly on you?

These folks at Equinox are negligent and irresponsible in the way they handle people!

I'll let you know what happens, of course. Am off to Southampton early in the morning, and have meeting tonight, and have lost oodles of time on this

Re: question

Page 2 of 6

stupidity by complaining to John, the manager, who is generally quite reasonable, in that he smiles and says "yes" to everyone, but does not correct the underlying condition.

This teacher was doing nothing but ball-busting -- a stupid power game. After six decades in the executive suite (ATT, GTE, Goldman Sachs, etc.) I know a stupid power play when I see one.

In the meantime, love,  
evelyn

And yes, let's get together after gym (unless I quit and sue which is one possibility) or instead of gym. Would love to see you.

-----Original Message-----

From: Debra Giladi <[dgiladi@giladirealty.com](mailto:dgiladi@giladirealty.com)>  
To: ek616367 <[ek616367@cs.com](mailto:ek616367@cs.com)>  
Sent: Thu, May 31, 2012 11:17 am  
Subject: Re: question

Dearest EvelynI am so upset and over whelmed by the behaviour today. This gym is going down hill.

I was so hurt with you and for you. I even told the guy next to me to move back so the teacher can move further left. It was disgusting. I also said to all the members out loud after you left that it is wrong to pick on you. The gym needs to take control and not fill up the classes to the extreme. I did not enjoy this class at all, it was terrible after you left. The aura was bad. I had legs hitting my face from left of me and right of me. I am ready to write them a letter as well. I know how you felt. I felt it with James for a whole week until I decided that he is not worth one minute of my time. They have some nerves. We pay their rent. They are only there to teach. I almost walked out with you but I figured they are not worth it. I am 100% by your side and will gladly talk to the manager and write a letter as well. I was looking for you but you were gone. This is an outrage and not worth \$150 a month of my money.

I am running out. I will talk to you later. Let me know what you want me to do and I am here for you by your side.

Dont take anything personally, they are all silly young people with power trips. We are lucky :-)

Love you  
Debra

On Thu, May 31, 2012 at 11:08 AM, &lt;[ek616367@cs.com](mailto:ek616367@cs.com)> wrote:

Dear Debra:

I believe that this morning's ball-busting and obvious power game by the teacher was an outrage, and I have complained to the manager, who owes me an answer this afternoon. I want a public apology by the teacher.

Re: question

Page 3 of 6

I would certainly appreciate it if you told the manager (a) how unnecessary it was for me to move; (b) how I explained my need to be away from fans and air conditioning-- loudly for whole class to hear; (c) how you froze when James Darling put you in back of the room.

I am absolutely outraged -- and sniffling from fans, because I had to walk under them

Let me know, please, whether you'll help out. I'm truly furious.

Best,  
Evelyn

-----Original Message-----

From: Debra Giladi &[<dgiladi@giladirealty.com>](mailto:dgiladi@giladirealty.com);

To: ek616367 &[<ek616367@cs.com>](mailto:ek616367@cs.com)

Sent: Sat, May 19, 2012 8:25 pm

Subject: Re: question

Dear EvelynHow are you and congratulations. I hope you had a wonderful day. Thank you very much for getting back to me immediately with the information. I have a client in Israel who is having lots of trouble with the other share holders of a co-op on the UWS. My client is in Israel. It is a very messy situation and they are all in court for the past many many years fighting each other. I would rather give Bruce's name to my client as I do not think anyone can help at this point and I do not want you to get involved and waste your precious time. It is great to know that you deal with co-ops as well. I will be happy and honored to do business with you in the future. If my client calls me I will mention Bruce and make sure she mentions your name. What is your family name please.

Hugs  
Debra

On Sat, May 19, 2012 at 4:44 PM, &[<ek616367@cs.com>](mailto:ek616367@cs.com) wrote:  
/debra:

I know co-op dealings, of course. But am about to recommend to you Bruce Cholst Esq. (and be sure to refer to me) of Rosen Livingston Law firm, on Madison Avenue (who sold me out, but they are most knowledbeable and good about co-ops-- unless you want me, and I'm not sure I want to plunge into that corrupt world again!)

I'm just back from daughter Laurie's incredible Fordham Law Schoo graduation lunch at A Voce or whatever, at 10 Columbus Square, so give me more time to think about it., and ask me anything you like.

Love, Evelyn

-----Original Message-----

Re: question

Page 4 of 6

From: Debra Giladi &lt;[dgiladi@giladirealty.com](mailto:dgiladi@giladirealty.com)&gt;  
To: Evelyn ( equinox ) &lt;[ek616367@cs.com](mailto:ek616367@cs.com)>

Sent: Sat, May 19, 2012 9:36 am

Subject: question

Dear Evelyn

How are you? I hope you are enjoying this amazing day.

I wanted to ask you if you know of a very strong and good bright lawyer who is good with co-op dealings in NYC?

One of my clients needs one badly and quickly.

Love

Debra

--

Debra Giladi

CEO & President Giladi Realty 304 Park Avenue South New York, New York, 10010 Cell: 917-502-8858

[Dgiladi@giladirealty.com](mailto:Dgiladi@giladirealty.com)

REBNY Member

Your Referral is the Greatest Compliment. Thank You P Please think about the environment before printing this Email

--  
Debra Giladi

CEO & President Giladi Realty 304 Park Avenue South New York, New York, 10010 Cell: 917-502-8858

[Dgiladi@giladirealty.com](mailto:Dgiladi@giladirealty.com)

REBNY Member

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Re: question

Page 5 of 6

--  
**Debra Giladi**  
CEO & President Giladi Realty 304 Park Avenue South New York, New York, 10010 Cell: 917-502-8858

Dgiladi@giladirealty.com

REBNY Member

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**Debra Giladi**  
CEO & President

**Giladi Realty**  
304 Park Avenue South  
New York, New York, 10010  
Cell: 917-502-8858  
Dgiladi@giladirealty.com  
REBNY Member

Your Referral is the Greatest Compliment.  
Thank You

 Please think about the environment before printing this Email



**Debra Giladi**  
CEO & President

**Giladi Realty**  
304 Park Avenue South  
New York, New York, 10010

Re: question

Page 6 of 6

Cell: 917-502-8858

Dgiladi@giladirealty.com

REBNY Member

Your Referral is the Greatest Compliment.

Thank You

 Please think about the environment before printing this Email

**Exhibit Five**

**Evelyn Konrad**  
Attorney at Law  
200 East 84<sup>th</sup> Street  
New York, New York 10028  
212-585-1240  
Ek616367@cs.com

February 26, 2009

Mr. Harvey Spevak  
Equinox  
95 Broadway  
New York, New York 10003

Dear Mr. Spevak:

I have good news and bad news. The good news: I have been a member of Equinox for more than 10 years, and I still consider it the best, cleanest, most professional gym of all the ones to which I have belonged over the years. In fact, a couple of years ago or so, I tried to get you to rent new space from George Semerjan in Southampton next to the movie theater (excellent location, wasted on Radu or whatever!), because I thought it would be good for Equinox and for me.

So devoted am I to exercise, that I went to the gym (one block from my apartment) daily at 5:30 am while I was studying for the J.D. and LLM degrees. And I have used your personal trainers, starting with Paul Cortez, who was so good that when he was arrested for having cut off his girl friend's head in her 86<sup>th</sup> Street apartment, I wanted to ask the cops to let him out for two hours a week for my training sessions.

End of good news: Because I had a broken shoulder (sports injury), I could not continue my daily yoga, and now, I find it very slow getting back, because my wrists are no longer used to doing chatturanga. Instead, I am taking Pilate Mat, which is very important for me. Not just fitness. Life! I am a skier (going to Vermont today for the weekend), and being in good condition is essential to avoid accidents especially since I am 80 years old, and ski all blues and some blacks.

Here's the problem: The reason old people do not drive at night is that glare of headlights hurts eyes plagued by cataracts. I drive at night with tinted glasses. Obviously, I cannot wear glasses in gym class. Most of your teachers are understanding, and avoid turning on those glory seven hats near the mirrors, which are torture for me, and for most others over 50 years old.

There's one teacher, on Monday mornings, who clearly has a problem with old women, since he has not only refused to turn off those lights, but has used stevedore language with me, and has been totally rude. Incidentally, I am a pleasure in any class, since I am more flexible than many teachers, and have good form. Nonetheless, I am now deprived of half the Pilate Mat classes that would help keep me in good condition.

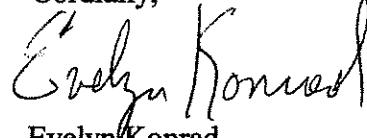
I asked for help from Mary Greenberg or whatever her name is who is in charge of the teachers, and she has refused to help me, saying it is up to the teacher. Do understand that your studios are perfectly well lit without those hats, and all the other lights, in the ceiling, have frosted glass so that even looking directly at them does not hurt my eyes. Please understand also that I have to sit way up front, opposite the mirrors, because I am deaf and cannot wear my \$6,200 hearing aids when doing sports or in the gym. If I am not lip-reading, I can see what the others are doing and make sure I look about the same in the mirror.

Now you have four options, some better than others: (1) You can instruct Mary whatever or the stevedor Pilate Mat teacher (who also teaches a dance class, and I have had years of dance and find his movements an embarrassment!) not to use those glare hats. Or (2) you can have frosted glass put under those hats, so that they will be as glare-free and harmless as the other lights in the studio. Or (3) you can give me a rebate for being able to use only half of the gym (and that's my least favorite option, because I'm not interested in the money. I'm interested in getting the exercise.) Or (4) you can ignore my letter and we can discuss age discrimination in a different venue (also not a preference of mine.)

I do look forward to your response, and, I trust, your help in making all your Equinox gym classes available to me, because judging from the folks I am seeing in the gym these days, your membership seems to be aging faster than the general population. .

Many thanks,

Cordially,



Evelyn Konrad

Evelyn Konrad

P.S. My four adult children gave me this year's membership, some massages, and several ski trips as my 80<sup>th</sup> birthday present. They would be equally upset if they found out that one obstreperous and unreasonable teacher is depriving me of his class!

Evelyn Konrad  
Attorney-at-Law  
200 East 84<sup>th</sup> Street  
New York, New York 10028  
212-585-1240  
ek616367@cs.com

28 February 2013

Equinox General Manager at Third Avenue and 85<sup>th</sup> Street  
Equinox Corporate Management and/or Attorney

Gentlemen/Ladies:

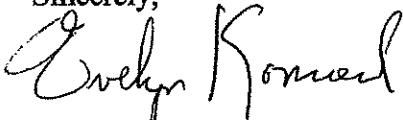
I have been a member (through NYCLA) for well over a decade, and I, along with innumerable other members, have complained about (1) the horrible decibels of the so-called music in the ladies room and in the gym; (2) the dangers of hearing problems and other noise-related illnesses to which you expose your members. I have told you, as have other members, that we intend to complain to the Health Department.

I have pointed out to you that most members wearing their own ear phones and listen to their own music to shut out your noise. I have also told you that, because of a hearing problem, I cannot wear ear phones.

Today's NY Times is attached for your information.

I insist on getting a written answer from both the Third Avenue/85th Street manager and from your corporate executives. Please do not give me answers from a lackey.

Sincerely,



Evelyn Konrad

Evelyn Konrad  
Attorney-at-law  
200 East 84<sup>th</sup> Street  
New York, New York 10028  
212-585-1240  
[ek616367@cs.com](mailto:ek616367@cs.com)

16 January 2015

Mr. Harvey J. Spevak  
Chief Executive Officer  
Equinox Fitness Company  
895 Broadway  
New York, New York 10003

Dear Mr. Spevak:

I have been a member of Equinox for more than 15 years, going daily (when I am in New York City) to the one at East 85<sup>th</sup> Street, which is one block from my New York City apartment.

My father was a world-class athlete, so I have been involved with sports and exercise all of my life. If you check You Tube under Evelyn Konrad in Nurnberg, you will see how warmly the FC Nurnberg has received me, to honor my father. Now, at age 86, I continue to be a downhill skier (mostly in the morning these days) and I also snow-shoe, in the afternoons in the mountains. My skiing takes place mostly in Vermont, because my ski club has a lodge there, but the club also take trips to Italy, Switzerland, etc., which I join when my litigation practice permits. I spent both my 86<sup>th</sup> birthday (28 December 2014) and New Year's skiing at Sugarbush.

Now to the current, but long-time ongoing problem with the gym at 85th Street and its management: If you're a downhill skier yourself, I'm sure you'll understand that I have had some bad falls. Indeed, I ski with a skier's brace on my right leg ever since I tore every ligament (ACL, MCL and meniscus) in a ski accident in Chamonix about twelve or thirteen years ago. A year ago last Summer, I also tore the meniscus in my left knee, the good one, and have had many months of therapy. The ongoing therapy requires me to use the rowing machine for about 10 to 15 minutes a day – no longer possible, because all of the rowing machines were moved a couple of years ago directly under the fans. (It will probably not surprise you to learn that, like most persons, I am sensitive to drafts, and, to the fans at 85<sup>th</sup> Street, which prevent me from joining a number of aerobic classes because of the combination of full-blast fans – when perspiring is, of course, healthy for the body and makes muscles more responsive to exercise; and the deafening decibels of the music in such classes.) I am also supposed to use the bicycle machine, which, until about two weeks ago, was in a spot relatively far from the nearest constantly blasting ceiling fan. Indeed, in that spot on the second floor, I used to be able to use both the rowing machine and the bicycle.

For reasons perhaps known to your manager – who was exceedingly rude to me today when I asked him to phone me later in the day, since I am finalizing a petition for *en banc* hearing in

the 2<sup>nd</sup> Circuit Court of Appeals – the last of the bicycles accessible to me has been removed from the second floor. When I asked him to have one of the working machines from the third floor (under the third floor ceiling fans) put into that rare corner on the second floor, he acted as if I had lost my mind, and returned to some “essential work” he was doing on the computer.

I believe I have a corporate membership, usually through one of my lawyers’ associations, NYCLA, and as a result, I have enjoyed two of your excellent gyms in Los Angeles when I visit a daughter, son-in-law and two grandchildren in California. Those gyms show me just how shabby and run-down my gym on 85<sup>th</sup> Street is, but then, that Equinox gym (lacking pool and lacking proper showers) is just one block from my city apartment. When I tried, some years ago, to encourage your firm to open a gym in Southampton, where I own a house, garden and pool, I failed. Ergo, I take daily yoga when in Southampton.

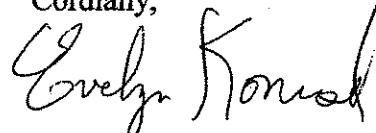
All this long litany has just one purpose: To have you order the East 85<sup>th</sup> Street management to return a rowing machine and a bicycle to the only area on the 2<sup>nd</sup> Floor where I do not risk a muscle spasm or other injury from the drafts generated by your fans.

I am sure you now realize that I have a disability (a sports injury) which requires me to use at least one or the other (rowing machine or bicycle) for 10-15 minutes a day, in order to be able to continue with my favorite winter sport: Alpine skiing. I am also sure that you realize that your gym might be considered to be discriminating against a member with a very common sports disability, or, even more likely, discriminating against a member who is old, although drafts and excessive decibels of noise and/or music are just as harmful to the middle-aged and young.

May I look forward to your prompt reply, and I trust it will not be something of the order of your 85<sup>th</sup> Street manager’s comment about “new layout of the gym,” since your “layouts” should be developed for the benefit of all members, and not for the exclusion of one. I have returned very slowly to the gym after a full week with the second bout of the flu, and I expect to be going skiing in Vermont next weekend. To do so without excessive risk of injury, I would like to do several days of rowing machine and/or bicycle to have my thigh muscles make up for my lack of ligaments in the knees.

P.S. Let me assure you that I have a good deal of work to do, and have taken this time to be very detailed and explicit, in the hope that you will make it possible for me to continue using the gym, which does a great deal to relieve the pressures of litigation. On 9 December 2014, I was sworn in at the U.S. Supreme Court, and expect to ready a case for that court this Spring.

Cordially,



Evelyn Konrad

**Exhibit Six**

TO: Erica Gomez  
EQUINOX

18 January 2017

I am outraged, appalled and distressed by your emails to me dated yesterday, the first one of which used totally inappropriate sarcasm based on your apparent ignorance of the facts, and your failure to ask me about the incident which seems to have been told to you by a Pilate teacher.

First, the obvious:

1. I am a member of the EQUINOX and have been since either 1999 or 2,000.
2. I am a lady, product of the Notre Dame de Sion in Italy and of La Croix Blanche de Bondue in France.
3. I am 88 years old, and that alone mandates that you use utmost courtesy in all your verbal exchanges with me.
4. I am a professional, with two law degrees (JD and LLM), a member of the U.S. Supreme Court bar, with a decade of litigation experience in New York State Supreme Court and its Appellate Divisions, in EDNY and Second Circuit Court of Appeals. Surely you cannot doubt that I have earned the respect with which I expect to have you behave towards me.

As for the facts:

On Tuesday, 17 January, I arrived at the gym at 12:20 p.m., did 35 minutes on the rowing machine, and went into the 1:00 p.m. Pilate Class. I put my mat at the very back, between the two air conditioning units, to be out of range of their draft. In fact, I asked the woman to my right if she could move her bag, which she kindly did, because "I have to avoid the air conditioning draft." As the class was about to start, the teacher flicked on the fans, without warning. The only way I could avoid the draft was to wrap the towel around me, which I do bring for that purpose, and to leave as fast as possible. I would have liked to do 10 minutes of bike, but both bikes were occupied. I would have liked 5 minutes of steam room, but the steam room was out of action once again.

I am particularly sensitive to drafts. I do not have either air conditioning or fans in my house in Southampton, nor do I use the air conditioning in my City apartment. My first incident of injury from air conditioning occurred on a July day, when I was 21, in the air conditioned photography studio of Francesco Scavullo. I leaned over to flick ashes from my cigarette into an ashtray and could not straighten out. This sensitivity has not improved with age. Athletes know that muscles perform better when warm, and that sporadic drafts tend to be damaging to young and old alike.

As soon as I have your apology, we can resume the civilized discourse of the past.

STATE OF NEW YORK  
COUNTY OF NEW YORK  
SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 18 DAY OF Jan 2017

NOTARY PUBLIC

MADEEM QASEEM  
Notary Public - State of New York  
No. 01046305360  
Qualified in Kings County  
My Commission Expires Jun 30, 2018

**Exhibit Seven**

## Mail - Message View

Page 1 of 1

**RE: Summary of the 20-25 minutes we spent this afternoon**

**From:** Erica Gomez <[erica.gomez@equinox.com](mailto:erica.gomez@equinox.com)>  
**To:** ek616367 <[ek616367@cs.com](mailto:ek616367@cs.com)>  
**Cc:** tvalenti <[tvalenti@nycfa.org](mailto:tvalenti@nycfa.org)>  
**Date:** Thu, Mar 9, 2017 5:38 pm

---

Thank you Evelyn.

I have printed these documents to ensure they're recorded in your profile so that all communication is transparent.

I hope your arm wound heals quickly. Have a good weekend.

In good health,

**ERICA N. GOMEZ**  
 EQUINOX | GENERAL MANAGER  
 203 EAST 85<sup>TH</sup> STREET  
 NEW YORK, NY 10028  
 T 212.439.8500  
[EQUINOX.COM](http://EQUINOX.COM)

#ItsNotFitnessItsLife  
**E Q U I N O X**

**From:** [ek616367@cs.com](mailto:ek616367@cs.com) [mailto:[ek616367@cs.com](mailto:ek616367@cs.com)]  
**Sent:** Thursday, March 09, 2017 4:57 PM  
**To:** Erica Gomez <[erica.gomez@equinox.com](mailto:erica.gomez@equinox.com)>  
**Cc:** tvalenti@nycfa.org  
**Subject:** Summary of the 20-25 minutes we spent this afternoon

Erica:

I will now summarize our brief talk this afternoon, because I do not want any additional or new misstatements. You reminded me of what I had signed in the Equinox contract 17 or so years ago which was, clearly, to abide by the club rules. I told you that I did not nor do I join a club in order to break its rules, nor have I done that. During that same period, I have belonged to the ski club I have mentioned to you.

You insisted that I give you my word that if you had some complaint, I would come to your office to meet with you, alone. That's being "summoned" to the principle like a school kid. I told you that I would be glad to come to any such meeting as long as the person making the complaint was there at the same time. You refused that.

I am attaching a copy of the notarized affidavit I sent to you in mid-January because of one such incident, of a false report by a pilate teacher, and your sarcastic email to me in reply. I do have the copies of that exchange too if you need it.

Thus, I repeat that I have obviously followed the rules of the club over the past seventeen years, and that goes without saying. I will not be subjected to a kangoroo (spelling?) court of one. It is unfair. It is insulting to me. It is not something that I had ever agreed to do, either seventeen years ago or at any time since. It is also a violation of my civil rights.

Evelyn Konrad  
[ek616367@cs.com](mailto:ek616367@cs.com)  
 212-585-1240

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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL.

**Affidavit  
and  
Sampling of Articles about Konrad**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

EVELYN KONRAD, Esq.,

Plaintiff,

**AFFIDAVIT**

- against -

Equinox, Inc. (aka Equinox Holding), national corporation franchising and/or owning fitness centers throughout the U.S.; Harvey Spevak, individually and as CEO of Equinox Holding; the Equinox business organization at 203 East 85<sup>th</sup> Street, whether a franchise or wholly owned; Eric Gomez, individually and as manager of the East 85<sup>th</sup> Street Equinox gym,

Defendants.

-----X

I, Evelyn Konrad, Plaintiff in the above action, an attorney practicing in New York City and on Long Island, am submitting this Affidavit in support of the Complaint with which it is being filed against the above-named defendants, and, I am doing so under oath, although I am permitted, as an attorney, to submit these facts in the form of an Affirmation:

1. First of all, I never saw the "Equinox Agreement" shown in Exhibit 1, before it was emailed to me as an attachment in her Monday, 13 March 2017 email, by Defendant Erica Gomez. (Exhibit 2) Furthermore, the signature, Evelyn Konrad, claimed to be mine on pages 1, 2 and 3 of that 3-page document is either forged or has been applied to those pages by being copied from another document. I did not sign the above agreement, shown in Exhibit 1, and shown as an attachment in Exhibit 2.
2. I am an 88-year-old athlete (swimmer, yoga practitioner, downhill skier) who requires a daily gym workout to maintain both mental and emotional stability as well as physical fitness to con-

tinue my litigation practice in Federal courts and my demanding sports activities.

3. My father was a world-renowned athlete, and, in fact, I was invited to Nurnberg in 2013 and again in 2014, to be present at the honoring of his memory nearly forty years after his death.

(Exhibit 3: a sampling of the press coverage of my visits. The Court can access the 2013 evening event where I was honored in my father's place by downloading "Evelyn Konrad in Nurnberg" on YouTube.) I have lived all my life with sports activities, and principles of sportsmanship, in the company of Olympic and other world sports champions, mostly because of my father's career. I am mentioning these personal facts only to put into perspective the accusations against me in the past few weeks from Defendant Erica Gomez, general manager of Equinox at East 85<sup>th</sup> Street, falsely claiming that I had violated club rules.

4. I joined a ski club about seventeen years ago, after the death of my life partner, and have been skiing in Vermont (Sugarbush, Stowe, Killington) and at European ski resorts (Chamonix, Bormio, St. Moritz) with my ski club since that time. I am a blues and greens skier, although I can handle some black trails in Vermont when snow conditions make such trails accessible. In order to be able to do alpine skiing at my age, 88 years old, I do need daily gym exercise.

5. I joined the Equinox Gym at Third Avenue and 85<sup>th</sup> Street, at the same time as I joined the ski club, in approximately Spring 1999, and have been a paying member of Equinox since then. In that time, I have paid for individual and corporate memberships (the latter giving me access to one excellent Equinox gym in Los Angeles for two one-time visits over the years when visiting my California family) and I have also bought my memberships through NYCLE, the New York County Lawyers' Association which I joined, as a second-year law student, in 2004.

6. The gym is more than convenient for me, since my apartment is exactly one block from the gym, at 200 East 85<sup>th</sup> Street. I maintained my membership and attended every morning from about 5:30 am until 7:00 am, while I was a full-time student at the Benjamin N. Cardozo School of Law, earning a JD degree in June 2005, and an LLM in June 2006. My membership dues, paid through my professional lawyers' association during most of those years after 2004, have amounted to nearly \$40,000 over the years, but well over \$50,000 including special trainers, massages, at Equinox.

**NOTICE OF NON-RENEWAL OF MEMBERSHIP**

7. On Thursday morning, 9 March 2017, I met with Tony Valenti, manager of member services at NYCLA. Another NYCLA executive joined our meeting, because NYCLA had recently had another complaint about Equinox at East 85<sup>th</sup> Street. Knowing that I am a lawyer, she asked me what I wanted to do. "Obviously, I want to stay there. The gym is very convenient for me and I need it daily." She asked whether I wanted her to intercede. I said I would be very grateful, because the accusations and summons to me from Erica Gomez had gotten totally out of hand. "Working it out is far preferable to suing. The conditions and behaviors over the years seemed to me to be actionable. But I did not want to lose the gym," I said, thanking her for intervening.

8. On Thursday, 9 March, around 3:30 p.m., when I arrived at the Equinox gym at 85<sup>th</sup> Street, I was held up by a man on crutches who identified himself as "Regional Sales Manager" for the Equinox Corporation, who claimed to be there in order to keep me from using the shower, which I required in order to change the dressing from Tuesday morning mohs surgery on my left arm, and two layers of stitches which needed shower and treatment morning and afternoon, until surgeon-ordered removal of the stitches scheduled for Monday, 13 March. Upon my request, this

"regional sales manager" identified himself as Rob Avallant, who appeared to have been summoned to keep me out of the gym.

9. He told me not to use the shower, although I had the dressings and medical ointment in a locker since that morning's treatment. When I came to perform the treatment in full sight of the desk personnel, he told me to talk with Erica Gomez, the club manager. She said that my membership had lapsed that morning, and was being cancelled as off that time.

10. During the past year, since Erica Gomez took over as manager of the 85<sup>th</sup> Street gym, I have been subjected to a series of harassments, which I attributed to minor aggravations, easily resolved, if the gym fulfilled its duties to me as a member covered by the American with Disabilities Act: I am immensely susceptible to draft, as I have been since age 21, and as I informed the club when I joined. This is a condition that can be lethal at my present age, resulting in pneumonia and death..

11. I had considered Erica Gomez to be a better manager than the series of managers whom she replaced, and said so in an online membership survey, because non-functioning equipment did seem to be repaired a bit faster. Other undesirable conditions in a gym continued to be unattended, as I will explain further along in this affidavit.

12. The behavior toward me by Erica Gomez had deteriorated so severely over the past few weeks, with two false and unwarranted complaints by a pilate and a yoga teacher, because I had to leave the yoga room because of draft caused by air conditioning in one case, and suddenly turned on ceiling fans in the other case, that I had sent Erica Gomez a signed affidavit, protesting

her manner of handling claimed disputes, and her profoundly inappropriate behavior toward me. (Exhibit 4, copy of signed affidavit from 17 January 2017, in response to her second “summons” to her office.)

13. In the past few weeks, it began to appear to me that Erica Gomez was inexplicably targeting me for reasons known to herself only. For instance, when the lock to my locker was broken, because I had left my belongings in that locker overnight, she “summoned” me to her office for a meeting. The prior manager had told me to feel free to leave things overnight, but had warned me that the maintenance people broke open lockers on Friday nights. I gathered that Erica Gomez was enforcing the “no overnight” rule, and abided by them. It was no problem.

14. Last fall, I again told Erica that I was particularly sensitive to drafts (my 88<sup>th</sup> birthday was on 28 December 2016), and could not use the rowing machine or bicycle under the ceiling fan. Rather than move one rowing machine and one bicycle into an area out of range of the ubiquitous ceiling fans, she told me (and showed me how) to turn off the offensive fan, which runs along with two others from the ceiling. Before using rowing machine or bicycle, I always asked anyone using equipment in that area whether they minded my turning off the fans, and none, other than one particular woman, ever objected. When there was an objection, I waited until the area to clear, so that I could turn off the offensive fan. However, this did force me into a gym schedule which did not conform with my work needs.

**A HISTORY OF CONTINUING FAILURE TO PROVIDE BOTH  
SAFE TEACHERS, SAFE TRAINERS AND A SAFE EXERCISE ENVIRONMENT**

15. Very early on in seventeen years of membership, I tried, politely and with backing from a number of disappointed and equally troubled members, to get an unending parade of managers to cure the multiple problems of the physical plant: (a) get non-working machines and equipment to be repaired promptly rather than being left in unusable state; (b) tone down the ear-splitting music, against which most members wore ear plugs or ear phones tuned to their own music (I cannot use them, because of fear of middle ear infections, such as the ones caused by hearing aids some half a dozen years ago); (c) repair the glaring ceiling hats in the yoga room; (d) repair the continuously drafty air conditioning in the yoga room; (e) move at least one of the aerobic equipment into an area protected against ceiling fans for several of us who preferred exercise "the ballerina way," meaning with leg warmers to keep muscles warm, or at least, out of range of inappropriately cold or drafty environment. (Exhibit 5, a sampling of letters pleading for help from Equinox managers and corporate CEO.)

16. Increasingly, it became a challenge to find a suitable place in the yoga studio for class: (a) the glare of the ceiling "hats" in front of the room hurt my eyes. (When I asked one teacher whether he could use any of the alternative sources of yoga room light, also from the ceiling, he said, loudly and to the laughter of classmates and members before whom he intended to humiliate me, "Why don't you wear sun glasses in class?" Years later, in my mid-eighties, when a cataract operation had made my eyes less sensitive to glare, I told him that cataract operations had helped me tolerate some of the glare, the same teacher said, "High time you got that done!") (b) staying out of range of the ceiling fans, which created unbearable drafts; (c) staying out of

ployees has not been due so much to indifference and inattention, as it has been generated by incredible malice.

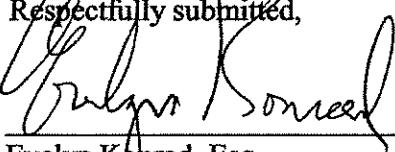
20. Starting in early May, I expect to live and work in Southampton, and renew my annual monthly membership for unlimited studio yoga classes at Ananda Yoga, where I take at least one yoga class a day, in the serene atmosphere of an exceptionally good yoga studio just a few blocks from my Southampton home.

DATE: 16 March 2017

STATE OF NEW YORK  
COUNTY OF NEW YORK  
SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 16 DAY OF Mar 2017

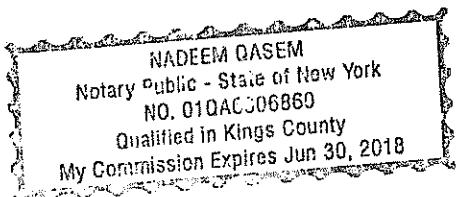
NOTARY PUBLIC

Respectfully submitted,



Evelyn Konrad, Esq.  
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631-283-4407



**ART DOWNLOAD****3 Easy Steps:**

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**EasyPDFCC****[zum Thema](#)****Wie eine 84-Jährige den Club verzaubert**

Evelyn Konrad nimmt für ihren Vater, den jüdischen Trainer Jenö Konrad, die Ehrenmitgliedschaft an - 24.01.2013 06:29 Uhr

**NÜRNBERG** - Der Club setzt sich eindrucksvoll mit seinem dunkelsten Kapitel, der NS-Zeit, auseinander. Strahlendes Beispiel ist der Besuch Evelyn Konrads, Tochter des ehemaligen Club-Trainers. Sie kam zum Gedenken an ihren Vater und alle einst ausgeschlossenen jüdischen Vereinsmitglieder.



Evelyn Konrad zu Besuch in Nürnberg.

© Michael Matejka

Kurz vor Ende des Abends greift die kleine Frau noch einmal zum Mikrofon, ungefragt, spontan. Und noch einmal bringt sie jeden Gast — Fans, Offizielle, Medien — zum Schmunzeln, nein, zum Lachen. „Mein Vati war sehr bescheiden“, sagt Evelyn Konrad, „ich bin's nicht. Dürfte ich nicht auch Mitglied sein?“ Einen kurzen Moment ist auch Club-Sportvorstand Martin Bader verdutzt, antwortet dann aber: „Selbstverständlich.“

Evelyn Konrads „Vati“ ist Eugen Konrad, genannt Jenö, ehemaliger jüdischer Trainer des 1. FC Nürnberg — und nun feierlich posthum als Ehrenmitglied des Clubs aufgenommen. Konrad war zwei Jahre lang, von 1930 bis 1932, beim Club als Trainer aktiv, bevor er wegen der Hetze des NS-Propaganda-Blattes Der Stürmer entschied, den Club zu verlassen. Die FCN-Führung nahm die Entscheidung des beliebten Ungarn einst schweren Herzens hin.

Bilderstrecke zum Thema

**Jüdische Club-Mitglieder: FCN stellt sich seiner Geschichte**

Der 1. FC Nürnberg ist stolz auf seine triumph- und tränenerreiche Geschichte. Dass sich der FCN auch intensiv mit den dunklen Kapiteln seiner über 116-jährigen Vereinshistorie



Freitag, 23.05.2014

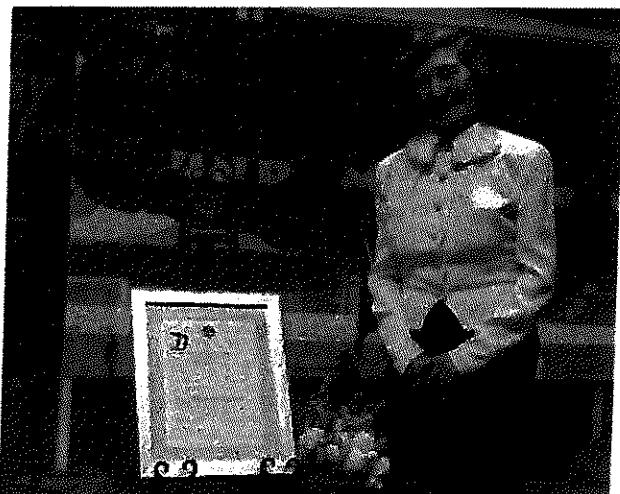
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# Evelyn Konrad als Ehrengast beim U14-Cup

Die Tochter des ehemaligen Club-Trainers Jenö Konrad wird am 24. und 25. Mai beim Cup in Nürnberg zu Gast sein.



(typo3temp/pics/2c87f9e6e28.jpg)

Seit diesem Jahr trägt der "Internationale U14-Cup" des 1. FC Nürnberg erstmals den Namen einer ganz besonderen Persönlichkeit der Club-Historie. Jenö Konrad, der ehemalige jüdische Trainer des 1. FC Nürnberg, ist ab sofort Namensgeber für das renommierte Turnier am Valznerweiher. Zur Premiere freut sich der Club auch auf einen ganz besonderen Guest: Evelyn Konrad.

Die Tochter von Jenö Konrad reist eigens aus New York an, um die zweitägige Veranstaltung am 24. und 25. Mai 2014 am Sportpark Valznerweiher zu besuchen. Seit 2012 steht der Club in engem Kontakt mit der 84-Jährigen, die nun zum zweiten Mal Guest des 1. FC Nürnberg sein wird.

## Zweiter Besuch in Nürnberg

Erstmals war die Tochter, des im Jahre 1932 von den Nationalsozialisten vertriebenen Trainers, im Jahr 2013 beim Club. Anlass war damals die Veranstaltung "Jenö Konrad, Franz Salomon und der Club" (<http://www.fcn.de/news/artikel/evelyn-konrad-durchflutete-das-dunkle-kapitel-mit-licht/>), bei der Evelyn Konrad auch an der Podiumsdiskussion teilnahm. Zuvor hatten die Ultras Nürnberg mit einer großartigen Choreografie an Jenö Konrad erinnert.

Anzeige

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1. FC Nürnberg: Der Besuch der alten Dame  
28.01.2013, 13:32 Uhr

[Home](#) [Sport](#) [Fußball](#) [Bundesliga](#) Bild zu: 1. FC Nürnberg: Der Besuch der alten Dame - Bild 1 von 1 - FAZ[Zurück zum Artikel](#)

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Trikot des Vaters in der Hand,  
Choreographie der Nürnberger Ultras im  
Hintergrund: Evelyn Konrad hat die  
Wirkungsstätte ihres Vaters Jenö besucht

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## Frankfurter Allgemeine

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Zur  
Homepage



Sonntag, 25.05.2014

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Gefällt mir

# Evelyn Konrad besucht den Jenö Konrad U14-Cup

**Angereist aus New York City: Evelyn Konrad war der Ehrengast am Finaltag des Internationalen Jenö Konrad U14-Cup.**



(typo3temp/pics/2b89a5438c.jpg)

Die 1.300 Zuschauer, die sich am Final-Sonntag des Internationalen Jenö Konrad U14-Cup am Sportpark Valznerweiher eingefunden hatten, wurden Zeugen berührender und bewegender Augenblicke. Erstmals trug das renommierte Jugend-Turnier des Club in diesem Jahr den Namen des einstigen, von den Nationalsozialisten vertriebenen Trainers Jenö Konrad. Aus diesem Anlass besuchte Jenö Konrads Tochter Evelyn nach ihrem erinnerungswürdigen erstem Auftritt beim Club erneut ihre ehemalige fränkische Heimatstadt und ehrte das Turnier mit ihrer Anwesenheit.

In Begleitung von Club-Historiker Bernd Siegler und Pressesprecherin Katharina Wildermuth besichtigte sie die Sportanlagen des 1. FCN und sah gespannt dem sportlichen Treiben auf den Turnierplätzen zu. Die bei den anwesenden Medien sehr gefragte Gesprächspartnerin wünschte dabei vor allem der U14 des Club viel Glück vor dem Semifinale gegen Paris St. Germain. Nach der knappen Niederlage gegen die Franzosen ärgerte sich die vitale alte Dame aber nicht allzu sehr.

## Der Fußball als Spiegelbild der Gesellschaft

Bereits vor der Partie hatte sie den Fußballsport als Spiegelbild der Gesellschaft bezeichnet, der vor allem jungen Menschen den Respekt vor dem Gegenüber nahebringt. Worte, die sie während einer Gesprächsrunde vor dem Finalspiel noch einmal öffentlich unterstrich: „Der Sport ist ein Mikrokosmos des Lebens. Jugendliche lernen die Menschen als Gegner schätzen und nicht als Feinde.“ Zuvor hatten alle Anwesenden bei einer Filmpräsentation andächtig geschwiegen. In

prägnant in Bildern hatte der 1. FCN das Engagement seiner Fans zu Ehren Jenö Konrads und somit  das von den Stadion-Tribünen ausgehende energische Zeichen gegen Fremdenfeindlichkeit und Rassismus nachgezeichnet.

Sichtlich gerührt dankte Evelyn Konrad im Gespräch mit Ralf Woy, Vorstand Finanzen und Verwaltung des 1. FCN und Christian Mössner von den Ultras Nürnberg im Namen ihres Vaters Jenö: „Das hätte ihn heute sehr gefreut. Er hatte immer sehr viel Respekt vor allen Menschen und hat dies auch mir immer wieder sehr intensiv nahe gebracht.“ Unter der Moderation von Katharina Wildermuth fand auch Christian Mössner starke Sätze. Er hoffe, so Mössner, dass aus dieser Geisteshaltung auch eine Handlungshaltung beim 1. FC Nürnberg und seinen Anhängern werde.

#### **„Umbenennung des Turniers als deutliches Zeichen“**

Ralf Woy betonte ebenfalls den denkwürdigen Charakter der Veranstaltung: „Die Umbenennung des Turniers zu Ehren Jenö Konrads ist ein deutliches Zeichen. Jugendliche beim 1. FC Nürnberg sollen frühzeitig an Themenkomplexe wie Anti-Diskriminierung und Menschenrechte herangeführt werden.“ In einer eigens angefertigten Broschüre waren das Leben und Wirken Jenö Konrads altersgerecht aufbereitet und an die teilnehmenden Spieler und Turnierbesucher ausgehändigt worden.

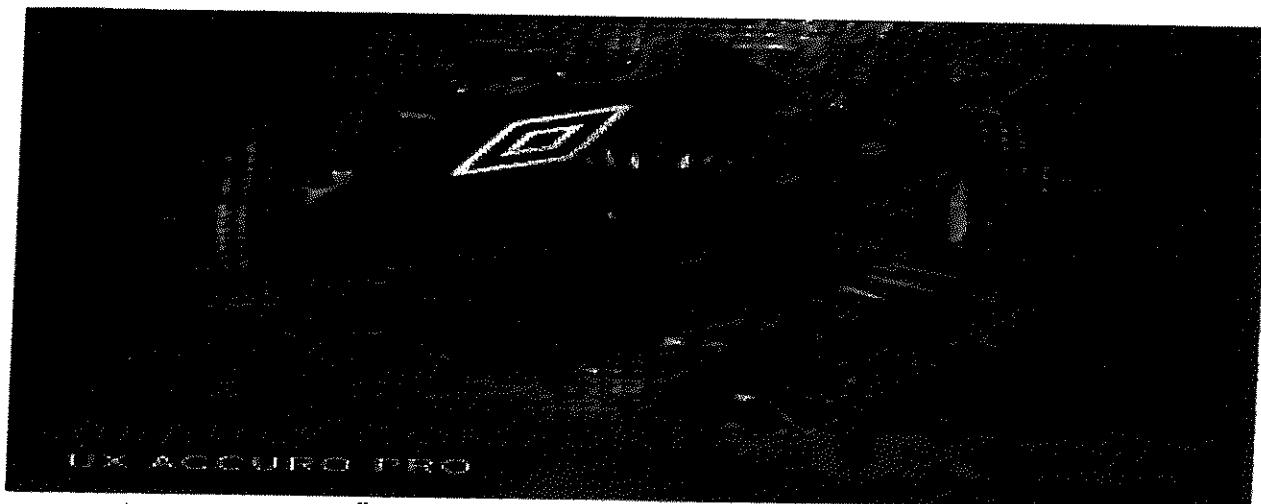
Symbolisch führte Evelyn Konrad anschließend den Anstoß vor dem Finale zwischen dem FC Fulham und Paris St. Germain aus und nahm sich die Zeit, jeden der Spieler einzeln zu begrüßen und Glück zu wünschen. Nach dem Endspiel übergab sie gemeinsam mit Ralf Woy allen Mannschaften die Pokale und Urkunden und überstrahlte mit ihrer einnehmenden Art auch den letzten Akt der zwei aufregenden Turniertage am Sportpark Valznerweiher.

#### **Dank an Evelyn Konrad!**

Der 1. FC Nürnberg bedankt sich ausdrücklich für die Anwesenheit Evelyn Konrads und freut sich auf die am Sonntag angekündigten weiteren Besuche. Denn die auch im Alter von 85 Jahren noch als Anwältin praktizierende Evelyn Konrad fügte während der Zeit am Valznerweiher mit einem Augenzwinkern an: „Ihr müsst aufpassen, sonst werdet ihr die alte Dame am Ende nicht mehr los.“ Evelyn Konrad muss das sicherlich nicht fürchten: Sie ist ein fester Bestandteil der Club-Familie und aus dem Vereinsleben nicht mehr wegzudenken.



(typo3temp/pics/b2124ba463.jpg)



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